

STATE OF CALIFORNIA  
**STANDARD AGREEMENT**  
STD. 213 (Rev. 6/03)

AGREEMENT NUMBER	AMENDMENT NUMBER 0
REGISTRATION NUMBER	

1. This Agreement is entered into between the State Agency and the Contractor named below

STATE AGENCY'S NAME

**Department of Community Services and Development**

CONTRACTOR'S NAME

2. The term of this Agreement is: October 1, 2009 through September 30, 2010

3. The maximum amount of this Agreement is: \$ ( )

4. The parties agree to comply with the terms and conditions of the following exhibits that are by this reference made a part of the Agreement:

ARRA Exhibit A - Scope of Work

ARRA Exhibit B - Budget Detail and Payment Provisions

ARRA Exhibit C - Supplemental Terms and Conditions for Contracts Funded by the American Recovery and Reinvestment Act

ARRA Exhibit D - Special Terms and Conditions, Attachment I, 2009 Audit Guide

ARRA Exhibit E - Additional Provisions

CSBG Exhibit A - Scope of Work

CSBG Exhibit B - Budget Detail and Payment Provisions

Attachment I, ARRA/CSBG Fiscal Data

Attachment II, ARRA/ETIC Work Plan and Progress Report

CSBG Exhibit C - General Terms and Conditions (GTC - 307)

CSBG Exhibit D - Special Terms and Conditions

CSBG Exhibit E - Additional Provisions

CSBG Exhibit F - Definitions

CSBG Exhibit G - Certification Regarding Lobbying/Disclosure of Lobbying Activities

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

**CONTRACTOR**

**CALIFORNIA**  
**Department of General Services**  
Use Only

CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.)

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

**STATE OF CALIFORNIA**

AGENCY NAME

**Department of Community Services and Development**

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

I hereby certify that all conditions for exemption have been complied with, and this document is exempt from the Department of General Services' approval.

☐ Exempt per \_\_\_\_\_

**ARRA EXHIBIT A**  
**(Standard Agreement)**

**SCOPE OF WORK: AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009**

**ARRA PROVISIONS**

1. The Community Services Block Grant has been established, funded and administered under the provisions of the American Recovery and Reinvestment Act of 2009 ("ARRA"), and is subject to the guidance, directives and applicable laws and regulations of the Federal Government and the State of California. The parties recognize and agree to the following underlying principles, which shall form the framework for implementation of ARRA and the subject program.

**WHEREAS:**

- ARRA is a comprehensive, yet targeted, response of the Federal Government to the severe and adverse economic conditions prevailing in the United States of America;
- These conditions require urgent and immediate action by and among many segments of society and the national economy;
- ARRA and the subject program are intended to stimulate economic activity and job growth in the communities served by the parties;
- The Office of Management and Budget (OMB) considers all Federal programs with ARRA expenditures to be "high risk" due to the new transparency and accountability requirements; and
- The urgency of the economic conditions is such that some of the requirements and elements of the subject program have not been fully elaborated by the Federal Government and, as a consequence, the needed enabling measures and actions by the State of California are in preliminary form;

**IT IS THEREFORE AGREED:**

- A. That the parties shall be guided by and subject to the provisions of ARRA, ARRA-related legislation, and all Federal and State regulations, directives, guidance and circulars issued for the purpose of implementing the ARRA program (hereinafter "ARRA Obligations");
- B. Because some requirements of the ARRA program lack specificity, particularly with regard to, but not limited to, reporting requirements, funding allocations, timeframes and the like, CSD shall provide Contractor with specific ARRA requirements as they are issued or are otherwise made available to CSD by the Federal and State Government, which requirements shall be binding on the Contractor as a condition of the Contractor's participation in the ARRA program, and as a condition of receipt of funds under the program, PROVIDED:

**ARRA EXHIBIT A**  
**(Standard Agreement)**

- 1) That such additional requirements shall be issued by CSD in writing in the form of "ARRA program guidance, bulletins and/or directives";
  - 2) That such additional requirements shall be issued by CSD in most timely and expeditious manner practicable;
  - 3) That such additional requirements shall be reasonably necessary to satisfy the Contractor's and CSD's ARRA Obligations and to realize the purposes of ARRA;
  - 4) That major and material changes in the ARRA program and/or ARRA requirements which substantially affect the Contractor's and/or CSD's ability to fulfill their ARRA Obligations or otherwise serve to create a substantial hardship on either the Contractor or CSD shall be subject to an amendment to this Agreement;
  - 5) That the parties' failure to execute a mutually acceptable amendment, as contemplated in subparagraph B., 4) above, in a reasonable period of time, given the exigencies of the ARRA program, shall result in this Agreement's being without force and effect subject only to such provisions contained herein as are intended to survive the Agreement in accordance with the express and implied provisions of applicable Federal and State law; and
  - 6) That upon CSD's good faith determination, delivered to the Contractor by written notice, that Agreement between the parties to any necessary amendment as contemplated in subparagraph B., 4) above, cannot be achieved, then this Agreement shall be "closed out" and the funds disposed in accordance with established CSD procedure and policy and as required under Federal and State law.
- C. That the Contractor shall, in accordance with such governing laws, charter, articles, bylaws, ordinances, rules and procedures as are applicable to the Contractor, issue resolutions for the approval of this Agreement which may address the unique nature of ARRA program requirements and ARRA Obligations and which may create provisional or conditional authorizations or approvals that are subject to further elaboration and/or determination as contemplated in subsection B. above., to include, but not limited to grant amounts, and such other provisions which may, during the term of this Agreement, be altered or adjusted as a result of actions by the Federal and State Governments in accordance with ARRA and ARRA Obligations. Should the Contractor be obligated under its own procedure to amend or reissue such resolutions as are contemplated herein, it shall provide a copy of such resolution to CSD as soon as is practicable.

**ARRA EXHIBIT A  
(Standard Agreement)**

- D. That for purposes of ensuring full compliance with ARRA and ARRA Obligations, CSD may initiate special audits, monitoring visits and requests for ARRA program-related information, which Contractor shall provide and/or accommodate in a timely fashion.
- E. That Contractor shall, to the extent practical and feasible, include in all informational materials made available to the general public, including but not limited to newsletters, bulletins, fliers, advertisements, forms and signs, the following phrase: "This project, program or service is funded in whole or in part by the American Recovery and Reinvestment Act of 2009 in cooperation with the California Department of Community Services and Development."
- F. That the Federal Office of Management and Budget (OMB) has designated all federal programs with ARRA expenditures as "high risk" due to the new transparency and accountability requirements, as well as the need to prevent fraud, waste and abuse in the administration of ARRA programs. In addition, the federal awarding agencies for ARRA funding and the California Recovery Act Task Force have issued directives to State administering agencies such as CSD to eliminate or mitigate risk of fraud, waste and abuse. Accordingly, CSD may, at its discretion, impose such special conditions on Contractor as it reasonably deems necessary to fulfill its oversight responsibilities and to ensure compliance with the letter and intent of ARRA and applicable federal and state law. The special conditions imposed may require Contractor to provide additional reports and information or otherwise assist and cooperate with CSD in its oversight functions as provided in ARRA, OMB Guidance, the CSD CSBG ARRA Contract and this amendment. Such special conditions will be issued to Contractor on CSD letterhead and under the signature of the Director or his designee, and shall be binding on Contractor and become a material requirement of performance under the Agreement. Should Contractor fail to meet the requirements of any special conditions imposed, CSD may withhold ARRA funding, cancel, terminate or suspend the CSBG ARRA contract in accordance with the provisions of the contract, this amendment and applicable federal and state law.

2. PURPOSE

The purpose of this grant is to promote the utilization of the Earned Income Tax Credit (EITC) by low-income Californians.

Strategies to accomplish this goal include but are not limited to the following:

- Development of promotion and outreach strategies to publicize EITC;
- Development or expansion of free tax assistance sites;

**ARRA EXHIBIT A  
(Standard Agreement)**

- Coordination with local CalWORKs programs to ensure that CalWORKs clients apply for EITC;
  - Development, implementation, maintenance and support of local EITC coalitions (or asset development coalitions which include strong emphasis on EITC).
- A. Contractor agrees to provide EITC services and activities, with the purposes of advancing self-sufficiency and reducing economic dependency, in accordance with the federal provisions of Public Law 105-285, Title II – Community Services Block Grant Program, Subtitle B – Community Services Block Grant Program of the Community Services Block Grant Act/American Recovery and Reinvestment Act of 2009. These services and activities are to be made available to eligible beneficiaries residing in Contractor's Service Area, as described in Exhibit A, Section 4.
- B. Contractor agrees to provide services and activities to advance self sufficiency and reduce economic dependency in accordance with the federal provisions of Public Law 105-285, Title II – Community Services Block Grant Program, Subtitle B – Community Services Block Grant Program of the Community Services Block Grant Act/American Recovery and Reinvestment Act 2009 to eligible beneficiaries residing in Contractor's Service Area described in Exhibit A, Section 4.
- C. Contractor is prohibited from using ARRA EITC funds for lobbying purposes and activities as provided in standard Exhibit E, paragraph 6.E. of this Agreement.
- D. Contractor may use ARRA funds to support outreach activities in connection with Contractor's ARRA Department of Energy (DOE) Weatherization (WX) and DOE Weatherization Assistance Program (DOE WAP) for low-income purposes, if any, but is prohibited from expending ARRA funds to pay for administrative costs or labor, construction or material costs associated with those programs.

3. ORDER OF PRECEDENCE

In the event of any inconsistency among any provisions of this Agreement, the American Recovery and Reinvestment Act of 2009, Public Law 111-5 shall take precedence over the non-ARRA Exhibits A through E.

4. SEPARATE ACCOUNTING

Grantees must segregate the obligations and expenditures related to funding under the Recovery Act. Financial and accounting systems should be revised as necessary to segregate, track and maintain these funds apart and separate from other revenue streams. No part of the funds from the Recovery Act shall be commingled with any other funds or used for a purpose other than that of making payments for costs allowable for Recovery

**ARRA EXHIBIT A  
(Standard Agreement)**

Act projects. Recovery Act funds can be used in conjunction with other funding sources as necessary to complete projects, but tracking and reporting must be separate to meet the reporting requirements of the Recovery Act and OMB Guidance.

5. SUBCONTRACTING

- A. Contractor is charged with responsibility of ensuring that the strategic objectives, including the transparency and accountability requirements of ARRA, are met with respect to all subcontracts executed in furtherance of this agreement and of the ARRA CSBG program. Accordingly, Contractor's ARRA-related subcontracts shall incorporate the essential provisions, duties and obligations set forth herein and Contractor shall ensure that subcontractors' performance is fully compliant with this Agreement.
- B. In order to effect the purpose and intent of subsection A, above, Contractor shall:
  - 1) submit to CSD within 30 calendar days of execution of each ARRA subcontractor agreement the name of the subcontractor, its address, telephone number, contact person, ARRA contract amount, ARRA project name, ARRA project description, expected outcomes, projected number of jobs to be created, projected number of jobs to be retained and a brief description of the types of jobs to be created and retained.
  - 2) monitor subcontractor performance to ensure compliance;
  - 3) assess risk of failure of compliance and take steps necessary to mitigate such risk;
  - 4) develop monitoring tools and schedules and conduct evaluations in order to effect the purposes of subsections 2) and 3) above;
  - 5) direct subcontractors to register in Central Contractor Registration (CCR) and obtain a Dun and Bradstreet Universal Numbering System (DUNS) number; and
  - 6) provide CSD with copies of monitoring tools and monitoring schedules, subcontractors' CCR and DUNS number, as well as risk assessment plans and evaluation reports developed by Contractor.
- C. Contractor agrees to separately identify to each subcontractor and to document at the time of subaward and at the time of disbursement of funds, the Federal award number, Catalog of Federal Domestic Assistance number, and amount of ARRA Funds. When a Contractor awards ARRA funds for an existing program, the information furnished to subcontractor shall distinguish the subawards of ARRA funds from regular subawards under the existing program.
- D. Contractor agrees to require its subcontractor to include on its Schedule of Expenditures of Federal Awards (SEFA) information to specifically identify ARRA funding similar to the requirements for the recipient SEFA. This information is needed to allow CSD to properly monitor subcontractor

**ARRA EXHIBIT A  
(Standard Agreement)**

expenditure of ARRA funds as well as oversight by the Federal awarding agencies, Offices of Inspector General and the Government Accountability Office.

- E. All subcontracts, procurement agreements and the like entered into under the CSGB ARRA program shall be subject to the competitive bid process as required under OMB guidelines and as provided in standard Exhibit E, 2, "Procurement" of this Agreement, except, however, the minimum threshold qualifying amount specified in Exhibit E 2 shall be \$500 rather than \$5,000, in conformance with the great accountability requirements of ARRA. In the event Contractor is unable to comply with the competitive bid process, justification for a Non-Competitively Bid (NCB) Contract must be submitted to CSD for pre-approval. Justification shall include adequate responses to the following questions and requests for information:
- 1) Why is the acquisition restricted to this good/ service/ supplier?
  - 2) Provide the background of events leading to this acquisition or contract.
  - 3) Describe the uniqueness of the acquisition (why was the good/ service/ supplier chosen?).
  - 4) What are the consequences of not purchasing the good/ service or contracting with the proposed supplier?
  - 5) What market research was conducted to substantiate NCB, including evaluation of other items or services considered?
  - 6) How was the price offered determined to be fair and reasonable?
  - 7) Describe any cost savings realized or costs avoided by acquiring the goods/ service from this supplier.
  - 8) Why is the submission of a NCB necessary, and what are the determining factors that caused the problem?
  - 9) What are the consequences of not having the NCB approved?
  - 10) How will Contractor ensure adequate planning to prevent submittal of NCBs for goods or services that should have been competitively bid?
- F. Given the high standards and expectations for transparency and accountability under ARRA and the strong emphasis on reducing the incidence of waste, fraud and abuse, CSD has provided Contractor with more detailed guidance on subcontract management, with particular attention given to risk assessment and subcontractor monitoring. This information is available on the CSD website at [www.csd.ca.gov](http://www.csd.ca.gov) , under the title "ARRA Program Guidance." To comply with the provisions of this paragraph, Contractor is highly encouraged to consult the guidance and to follow the guidelines set out therein.

6. LEGAL AUTHORITY

In accordance with Public Law 105-285 Title II, Community Service Grant Program, Subtitle B-Community Services Block Grant Program of the Community Block Services

**ARRA EXHIBIT A  
(Standard Agreement)**

Block Act, as amended, authorizes the Department of Community Services and Development to administer the American Recovery and Investment Act of 2009. All grant awards made under this Program shall comply with applicable law including regulations contained in 45 CFR, the American Recovery and Reinvestment Act of 2009 and other procedures applicable to this regulation as CSBG may, from time to time, prescribe for the administration of financial assistance.

**7. ARRA TERMS, CONDITIONS AND PROVISIONS**

**A. Program Standards**

The provisions of Public Law 105-285, Title II – Community Services Block Grant Program, Subtitle B – Community Services Block Grant Program of the Community Services Block Grant Act, the provision of the current approved Community Services Block Grant State plan, including all approved amendments or revisions. OMB M-09- 10 Initial Implementing Guidance for the American Recovery and Reinvestment Act of 2009.

**B. Administrative Requirements in accordance with Title 45 of the Code of Federal Regulations (CFR).**

45 CFR Part 16 – Procedures of the Departmental Grant Appeals Board;  
45 CFR Part 30 – Claims Collection;  
45 CFR Part 76 – Debarment and Suspension from Eligibility for Financial Assistance (Nonprocurement);  
45 CFR Part 80 - Nondiscrimination Under Programs Receiving Federal Assistance through the Department of Health and Human Services, Effectuation of Title VI of the Civil Rights Act of 1964;  
45 CFR Part 81 - Practice and Procedure for Hearings Under Part 80 of this Title;  
45 CFR Part 84 - Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving Federal Financial Assistance;  
45 CFR Part 86 – Nondiscrimination on the Basis of Sex in Education Programs and Activities Receiving or Benefiting from Federal Financial Assistance;  
45 CFR Part 87 – Equal Treatment for Faith-Based Organizations;  
45 CFR Part 91 – Nondiscrimination on the Basis of Age in HHS Programs or Activities Receiving Federal Financial Assistance;  
45 CFR Part 93 – New Restrictions on Lobbying;  
45 CFR Part 96 – Block Grants;  
45 CFR Part 97 – Consolidation of Grants to the Insular Areas;  
45 CFR Part 100 – Intergovernmental Review of Department of Health and Human Services Programs and Activities

The above documents are hereby incorporated by reference into this Agreement. To access these documents, please visit [www.csd.ca.gov](http://www.csd.ca.gov).



**ARRA EXHIBIT A  
(Standard Agreement)**

- C. In accordance with Public Law 103-333, the "Departments of Labor, Health and Human Services, and Education, and Related Agencies Appropriations Act of 1995," the following provisions are applicable to this grant award:

Section 507: "Purchase of American-Made Equipment and Products - It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available in this Act should be American-made."

Section 508: "When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, all States receiving Federal funds, including but not limited to State and local governments and recipients of Federal research grants, shall clearly state (1) the percentage of the total costs of the program or project which will be financed with Federal money, (2) the dollar amount of Federal funds for the project or program, and (3) percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources."

- D. In accordance with Part C of Public Law 103-227, the "PRO-KIDS Act of 1994," smoking may not be permitted in any portion of any indoor facility owned or regularly used for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs whether directly or through State or local governments. Federal programs include grants, cooperative agreements, loans and loan guarantees, and contracts. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions or facilities and used for inpatient drug and alcohol treatment.
- E. Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations and the Single Audit Act of 1984, as amended.
- F. Recovery Act funds may be used for the reduction of poverty, the revitalization of low-income communities, and the empowerment of low-income families and individuals in rural and urban areas to become fully self-sufficient.

**ARRA EXHIBIT B**  
**(Standard Agreement)**

**BUDGET DETAIL AND PAYMENT PROVISIONS: AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009**

1. BUDGET

- A. Concurrent with the execution of this Agreement, Contractor shall complete and submit the ARRA/CSBG Fiscal Data forms (CSD 902.S, 902.1.1, and 902.1.2) attached to this EXHIBIT B, based on the Maximum Amount of this Agreement. Pursuant to the instructions for CSD 902 S, Contractor must include an itemized list identifying all other known funding sources and amounts that make up the total annual operating budget of the community action program(s). Submit an internal annual budget displaying the anticipated funding sources and their term dates.
- B. Contractor shall provide CSD with justification for all projected expenditures in the budget, including a detailed budget narrative justifying expenditures in connection with budget support personnel and related non-personnel costs. The justification shall be appended to the Budget Summary.
- C. Contractor shall expend its full contract allocation by September 30, 2010. No contract term extension will be permitted to expend any remaining funds at the end of the contract term.

2. ADMINISTRATIVE EXPENSES

Administrative expenses charged by Contractor under this Agreement are limited to twelve percent (12%) of the Maximum Amount of this Agreement. All administrative expenses expended by subcontractors and charged to Contractor shall be aggregated with Contractor's administrative expenses to arrive at a total which may not exceed twelve percent (12%) of the Maximum Amount of this Agreement.

3. ADVANCE PAYMENTS

- A. Upon written request by the Contractor, the State may issue one working capital advance, subject to CSD approval, in an amount not to exceed 25 percent (%) of the total amount of this Agreement. A request for an advance is to be submitted only in the event the agency is experiencing financial hardship. Contractor shall submit an advance payment request on agency letterhead providing justification for the amount of the capital advance and how the advance will be used. Burden of proof of financial hardship for which request is based will be the responsibility of the requesting agency.
- B. In the event this Agreement is amended to increase the consideration of this Agreement, a subsequent advance payment plus any previous advances already allowed shall not exceed 25% of the total amount of this Agreement. Subsequent

**ARRA EXHIBIT B  
(Standard Agreement)**

advance payments may be authorized by the State if Contractor requests such an advance payment on agency letterhead providing justification for the amount of the capital advance and how the advance will be used. The need for such additional advance payment shall be based upon a review of Contractor's cash flow status as recorded on Contractor's current monthly expenditure report(s).

- C. Your advance must be repaid in full by the 8<sup>th</sup> reporting period (May 1, 2010 to May 30, 2010). Beginning with the 9<sup>th</sup> reporting period (June 1, 2010 to June 31, 2010), CSD will initiate repayment of any outstanding advance balance. An exception may occur if the expenditure reports submitted are less than the advance balance. In that case, CSD shall apply the entire reimbursement amounts against the outstanding advance balance. It is also acceptable to repay advanced funds ahead of this schedule.

4. SUBSEQUENT PAYMENT

Subsequent payments to Contractor shall be contingent upon receipt by the State of the monthly expenditure activity and programmatic reports. If the Contractor owes CSD any outstanding balances for overpayments of any contract, current or previous, the balance may be offset, based on arrangements with the Contractor.

5. INTEREST ON ADVANCES

Contractor shall deposit all advances in an interest-bearing account. Interest accrued over \$100 per year, if Contractor is a government entity, or \$250 per year, if contractor is a nonprofit, shall be reimbursed by check to the Department of Community Services and Development.

6. PAYMENT AND REPORTING REQUIREMENTS

A. Payments

- 1) CSD shall issue monthly payments to Contractor upon receipt and approval of a certified expenditure activity report. The certified expenditure activity report shall specify the Monthly Reporting period and actual expenditures being billed to CSD for reimbursement. Reimbursement to Contractor is contingent upon receipt of the monthly programmatic report as described in Section C. below and subject to review by CSD.
- 2) All adjustments must be reported through Expenditure Activity Reporting Systems (EARS) under the report period in which the expenditures occurred.

**ARRA EXHIBIT B**  
**(Standard Agreement)**

**B. Monthly Expenditure Reports**

- 1) Contractors shall submit reports of their ARRA EITC expenditures to CSD under this agreement by entry onto the web-based Expenditure Activity Reporting System (EARS). The monthly reports shall be submitted on or before the fifteenth (15<sup>th</sup>) calendar day following the reporting period, irrespective of the level of activity or amount of expenditure in the preceding period.
- 2) All adjustments must be reported through EARS under the report period in which the expenditures occurred.

**C. Programmatic Reports**

1) **Quarterly Project Status Report**

For projects funded with ARRA EITC monies, as with all other ARRA CSBG projects, the status of the Contractor's project(s) will be submitted on a quarterly basis for projects funded with ARRA EITC monies. This submission is required for the purposes of monitoring the progress of the projects and meeting the federal reporting requirements pursuant to Section 1512 of ARRA and the Office of Management and Budget. Contractor shall complete and submit the Project Status Report CSD 924 at [CSBGRecovery@csd.ca.gov](mailto:CSBGRecovery@csd.ca.gov) on or before the fifteenth (15<sup>th</sup>) calendar day following the reporting period, irrespective of the level of activity in the preceding period. Please see the report due dates below.

<b>Report Interval</b>	<b>Report Due Date</b>
October 1, 2009 - December 31, 2009	January 15, 2010
January 1, 2010 – March 31, 2010	April 15, 2010
April 1, 2010 – June 30, 2010	July 15, 2010
July 1, 2010 – September 30, 2010	October 15, 2010

**D. California ARRA Accountability Tool (CAAT) Report**

The Federal Office of Management and Budget (OMB) has implemented data reporting requirements for recipients of ARRA funds. States that consolidate the collection of these data are classified as "centralized reporting" states. California is a centralized reporting State and has established the California Recovery Task Force to oversee the reporting of ARRA-related data. The task force has developed the California ARRA Accountability Tool, or CAAT. The CAAT is used to capture all required data elements.

The CAAT report is a required report for all contractors who receive ARRA funds. Failure to complete the CAAT report will constitute non-compliance with

**ARRA EXHIBIT B  
(Standard Agreement)**

this Agreement and will serve as grounds for suspension or cancellation of agreements with CSD.

Contractors shall complete and submit the CAAT reports via email to [CSBGRecovery@csd.ca.gov](mailto:CSBGRecovery@csd.ca.gov). The CAAT reports will be due on a quarterly basis, on a schedule yet to be determined by the California Recovery Task Force. Guidance that will outline the reporting periods and due dates of the CAAT reports will be forthcoming, and will be incorporated into this Agreement.

**E. Close-Out Report**

Contractors shall submit all the appropriate CSD close-out forms within thirty (30) calendar days after the expiration date or when all funds have been fully expended under this Agreement. Final reimbursement to Contractor, if owed, shall be contingent upon receipt of the close-out packet by CSD and subject to final review by CSD's Audit Services Unit.

- 1) The close-out packet shall include the forms below which will be available on the CSD website [www.csd.ca.gov](http://www.csd.ca.gov).
  - a. CSD 925 Close out checklist with authorized signature
  - b. CSD 925 C Program Income/Interest Earned
  - c. CSD 925 D Equipment Inventory Schedule
- 2) Final expenditures must be submitted by entry onto the web-based Expenditure Activity Reporting System (EARS) on or before the final report due date.
- 3) All adjustments must be submitted by entry onto the web-based Expenditure Activity Reporting System (EARS). Each adjustment must reflect the actual expenditure period when the adjustment occurred.
- 4) Subsequent payments for CSBG and the issuance of other CSD contracts shall be contingent upon timely receipt of the close-out packet.

**7. SCHEDULE OF ATTACHMENTS**

The following attachments to this exhibit are hereby attached and incorporated by this reference:

- ATTACHMENT I    ARRA/CSBG FISCAL DATA (CSD 902.S, 902.1.1, 902.1.2)  
ATTACHMENT II    ARRA/CSBG EITC Work Plan and Progress Report (CSD 968)

(2009 CSBG/ARRA/EITC)

**ARRA EXHIBIT B**  
**(Standard Agreement)**

ATTACHMENT I

ARRA/CSBG FISCAL DATA

ARRA/CSBG Contract Budget (Summary)	CSD 902.S	(NEW)
ARRA/CSBG Fiscal Data - Personnel Costs	CSD 902.1.1	(NEW)
ARRA/CSBG Fiscal Data - Non Personnel Costs	CSD 902.1.2	(NEW)

**ATTACHMENT I**

**ARRA / CSBG FISCAL DATA -- CONTRACT BUDGET (SUMMARY)**

Contractor Name:	Contract Number:	Program Yr. Amount:
Prepared By:	Contract Term:	Amendment #:
Telephone #:	Fax Number:	
Date:	E-mail Address:	

**SECTION 10: ADMINISTRATIVE COSTS**

Line Item	Description	ARRA/CSBG Funds
1	Salaries and Wages	
2	Fringe Benefits	
3	Operating Expenses	
4	Equipment	
5	Out-of-State Travel	
6	Subcontractor Services	
7	Other Costs:	
Subtotal Section 10: Administrative Costs (cannot exceed 12% of Section 80)		

**SECTION 20: PROGRAM COSTS**

Line Item	Description	ARRA/CSBG Funds
8	Salaries and Wages	
9	Fringe Benefits	
10	Operating Expenses	
11	Equipment	
12	Out-of-State Travel	
13	Subcontractor Services	
14	Other Costs:	
Subtotal Section 20: Program Costs		

**SECTION 40: Total ARRA/CSBG Budget Amount (Sum of Subtotal Sections 10 and 20)**

**SECTION 70: Enter "Other Agency Operating Funds"**

**SECTION 80: Agency Total Operating Budget (Sum of Sections 40 and 70)**

**SECTION 90: ARRA/CSBG Funds Administrative Percent (Section 10 divided by Section 80)**

Section 10 -- ADMINISTRATIVE COSTS -- SALARIES AND WAGESSection 20 -- PROGRAM COSTS -- SALARIES AND WAGES

**Total (must match Section 20, Line 8 on the Budget Summary)**

Enter description of Fringe Benefits. Please include the percentage of Salaries and Wages paid in Benefits. (Examples: FICA, SSI, Health Ins., Workers Comp. Etc.)	Percentage	Section 10 Administrative Costs		Section 20 Program Costs	
			List ARRA/CSBG Funds Budgeted 1.2		List ARRA/CSBG Funds Budgeted 1.3
FICA					
SUI					
Fringe Benefit Plan					
Workers Comp					
<b>TOTAL MUST MATCH THE AMOUNTS ENTERED IN THE BUDGET SUMMARY</b>	<b>%</b>	<b>\$</b>	<b>2</b>	<b>\$</b>	<b>9</b>



### ATTACHMENT I -- BUDGET SUPPORT -- NON PERSONNEL COSTS

Contractor Name:	Contract Number:	Program Yr.
Prepared By:	Contract Term:	Amendmen
Telephone #:	Fax Number:	
Date:	E-mail Address:	

Hit Alt & Enter at the same time to begin a new line or paragraph within the cell.

EXPLAIN AND JUSTIFY EACH LINE ITEM Totals must match Budget Summary (902.S) Attach additional sheet(s) if necessary Missing descriptions shall result in delay of the contract execution.	ARRA	
	Section 10 Administrative Costs	Section 20 Program Costs
List all Contract & Consultant Services	3 sum should equal total on line 3 on the Budget Summary Form ( 902 S)	10 sum should equal total on line 10 on the Budget Summary Form (902 S)
List all Equipment Purchases	4 sum should equal total on line 4 on the Budget Summary Form ( 902 S)	11 sum should equal total on line 11 on the Budget Summary Form ( 902 S)
List all Out-of-State Travel:Name of conference; Specify location; Cost per trip	5 sum should equal total on line 5 on the Budget Summary Form ( 902 S)	12 sum should equal total on line 12 on the Budget Summary Form ( 902 S)
List all Subcontractor Services	6 sum should equal total on line 6 on the Budget Summary Form ( 902 S)	13 sum should equal total on line 13 on the Budget Summary Form ( 902 S)
<b>Other Costs - Explain &amp; Justify each line item:</b>		
i. Any additional Other Costs (attach additional sheet if necessary):		
ii. Direct Client Purchases:		
iii. Indirect Costs:		
iv. IT Development:		
Total Other Costs (Sum of i, ii, iii, iv):	7 sum should equal total on line item 7 of Budget Summary Form (902 S)	14 sum should equal total on line item 14 of Budget Summary form (902 S)

(2009 CSBG/ARRA/EITC)

**ARRA EXHIBIT B**  
**(Standard Agreement)**

ATTACHMENT II

ARRA CSBG/Work Plan and Progress Report

CSD 968 (NEW)

Agency Name:	Date Report Submitted:
Contract Number:	Project Representative:
Email:	Telephone:

Population to be served (check each box that applies)	
<input type="checkbox"/> Low-income (CSBG guidelines)	<input type="checkbox"/> Migrant Seasonal Farm Workers
<input type="checkbox"/> CalWORKS recipients	<input type="checkbox"/> Homeless/Transitional housing clients
<input type="checkbox"/> Formerly incarcerated	<input type="checkbox"/> Women <input type="checkbox"/> Men
<input type="checkbox"/> Other, describe _____	

Work Plan Project Goals

Agency Name:
<b>Work Plan Project Activities/Timelines</b>
1st Quarter October - December 2009 - This section will not change once you submit these forms with your contract. This section will also populate to QTR 1 Progress tab under work plan project activities/timelines. To report any progress for QTR 1, click on the QTR 1 Progress tab and type below the box titled progress for 1st quarter.
<b>Work Plan Project Activities/Timelines</b>
2nd Quarter January - March 2010 - This section will not change once you submit these forms with your contract. This section will also populate to QTR 2 Progress tab under work plan project activities/timelines. To report any progress for QTR 2, click on the QTR 2 Progress tab and type below the box titled progress for 2nd quarter.

Agency Name:

Work Plan Project Activities/Timelines

3rd Quarter April - June 2010 - This section will not change once you submit these forms with your contract. This section will also populate to QTR 3 Progress tab under work plan project activities/timelines. To report any progress for QTR 3, click on the QTR 3 Progress tab and type below the box titled progress for 3rd quarter.

Work Plan Project Activities/Timelines

4th Quarter July - September 2010 - This section will not change once you submit these forms with your contract. This section will also populate to QTR 4 Progress tab under work plan project activities/timelines. To report any progress for QTR 4, click on the QTR 4 Progress tab and type below the box titled progress for 4th quarter.

(2009 CSBG/ARRA/EITC)

**ARRA EXHIBIT C**  
**(Standard Agreement)**

**SUPPLEMENTAL ARRA GENERAL TERMS AND CONDITIONS**

## SUPPLEMENTAL TERMS AND CONDITIONS FOR CONTRACTS USING ARRA FUNDS

1. **ARRA FUNDED PROJECT:** Funding for this contract has been provided through the American Recovery and Reinvestment Act (ARRA) of 2009, Pub. L. 111-5. All contractors, including both prime and subcontractors, are subject to audit by appropriate federal or State of California (State) entities. The State has the right to cancel, terminate, or suspend the contract if any contractor or subcontractor fails to comply with the reporting and operational requirements contained herein.
2. **ENFORCEABILITY:** Contractor agrees that if Contractor or one of its subcontractors fails to comply with all applicable federal and State requirements governing the use of ARRA funds, the State may withhold or suspend, in whole or in part, funds awarded under the program, or recover misspent funds following an audit. This provision is in addition to all other remedies available to the State under all applicable State and federal laws.
3. **PROHIBITION ON USE OF ARRA FUNDS:** Contractor agrees in accordance with ARRA, Section 1604, that none of the funds made available under this contract may be used for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pools.
4. **REQUIRED USE OF AMERICAN IRON, STEEL AND OTHER MANUFACTURED GOODS:** Contractor agrees that in accordance with ARRA, Section 1605, neither Contractor nor its subcontractors will use ARRA funds for a project for the construction, alteration, maintenance, or repair of a public building or public work unless all of the iron, steel and manufactured goods used in the project are produced in the United States in a manner consistent with United States obligations under international agreements. The Contractor understands that this requirement may only be waived by the applicable federal agency in limited situations as set out in ARRA, Section 1605.
5. **WAGE RATE REQUIREMENTS:** In accordance with ARRA, Section 1606, the Contractor assures that it and its subrecipients shall fully comply with said Section and notwithstanding any other provision of law and in a manner consistent with other provisions of ARRA, all laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the federal government pursuant to ARRA shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the United States Secretary of Labor in accordance with Subchapter IV of Chapter 31 of Title 40, United States Code (Davis-Bacon Act). It is understood that the Secretary of Labor has the authority and functions set forth in Reorganization Plan Numbered 14 or 1950 (64 Stat. 1267; 5 U.S.C. App.) and Section 3145 of Title 40, United States Code.
6. **INSPECTION OF RECORDS:** In accordance with ARRA Sections 902, 1514 and 1515, Contractor agrees that it shall permit the State of California, the United States Comptroller General or his representative or the appropriate Inspector General appointed under Section 3 or 8G of the United States Inspector General Act of 1978 or his representative to: (1) examine any records that directly pertain to, and involve transactions relating to, this contract; and (2) interview any officer or employee of Contractor or any of its subcontractors regarding the activities funded with funds appropriated or otherwise made available by the ARRA. Contractor shall include this provision in all of the contractor's agreements with its subcontractors from whom the contractor acquires goods or services in its execution of the ARRA funded work.
7. **WHISTLEBLOWER PROTECTION:**  
Contractor agrees that both it and its subcontractors shall comply with Section 1553 of the ARRA, which prohibits all non-federal Contractors, including the State, and all contractors of the State, from discharging, demoting or otherwise discriminating against an employee for disclosures by the employee that the employee reasonably believes are evidence of: (1) gross mismanagement of a contract relating to ARRA funds; (2) a gross waste of ARRA funds; (3) a substantial and specific danger to public health or safety related to the implementation or use of ARRA funds; (4) an abuse of authority related to implementation or use of ARRA funds; or (5) a violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract) awarded or issued relating to ARRA funds. Contractor agrees that it and its subcontractors shall post notice of the rights and remedies available to employees under Section 1553 of Title XV of Division A of the ARRA.
8. **FALSE CLAIMS ACT:** Contractor agrees that it shall promptly notify the State and shall refer to an appropriate federal inspector general any credible evidence that a principal, employee, agent, subcontractor or other person has committed a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving ARRA funds.
9. **REPORTING REQUIREMENTS:** Pursuant to Section 1512 of the ARRA, in order for state agencies receiving ARRA funds to prepare the required reports, Contractor agrees to provide the awarding state agency with the following information on a monthly (quarterly) basis:
  - a. The total amount of ARRA funds received by Contractor during the Reporting Period;
  - b. The amount of ARRA funds that were expended or obligated during the Reporting Period;
  - c. A detailed list of all projects or activities for which ARRA funds were expending or obligated, including:

08/10/09

## SUPPLEMENTAL TERMS AND CONDITIONS FOR CONTRACTS USING ARRA FUNDS

- (i.) The name of the project or activity;
- (ii.) A description of the project or activity;
- (iii.) An evaluation of the completion status of the project or activity; and
- (iv.) An estimate of the number of jobs created and /or retained by the project or activity;

d. For any contracts equal to or greater than \$25,000:

- (i.) The name of the entity receiving the contract;
- (ii.) The amount of the contract;
- (iii.) The transaction type;
- (iv.) The North American Industry Classification System (NAICS) code or Catalog of Federal Domestic Assistance (CFDA) number;
- (v.) The Program source;
- (vi.) An award title descriptive of the purpose of each funding action;
- (vii.) The location of the entity receiving the contract;
- (viii.) The primary location of the contract, including the city, state, congressional district and country;
- (ix.) The DUNS number, or name and zip code for the entity headquarters;
- (x.) A unique identifier of the entity receiving the contract and the parent entity of Contractor, should the entity be owned by another; and
- (xi.) The names and total compensation of the five most highly compensated officers of the company if it received: 1) 80% or more of its annual gross revenues in Federal awards; 2) \$25M or more in annual gross revenue from Federal awards and; 3) If the public does not have access to information about the compensation of senior executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 or section 6104 of Internal Revenue Code of 1986.;

e. For any contracts of less than \$25,000 or to individuals, the information required above may be reported in the aggregate and requires the certification of an authorized officer of Contractor that the information contained in the report is accurate.

***Any other information reasonably requested by the State of California or required by state or federal law or regulation.***

Standard data elements and federal instructions for use in complying with reporting requirements under Section 1512 of the ARRA, are pending review by the federal government, and were published in the Federal Register on April 1, 2009 [74 FR 14824], and are to be provided online at [www.FederalReporting.gov](http://www.FederalReporting.gov). The additional requirements will be added to this contract(s).



**ARRA EXHIBIT D  
(Standard Agreement)**

**SPECIAL TERMS AND CONDITIONS: AMERICAN RECOVERY AND  
REINVESTMENT ACT OF 2009**

1. **AUDITING STANDARDS AND REPORTS**

Contractors falling below the federal funding threshold that mandates a single agency-wide audit in accordance with OMB Circular -133 shall:

- A. submit an annual program-specific audit within nine months of the end of the Contractor's fiscal year, and
- B. be subject to an audit and/or other fiscal or program-specific review conducted by CSD or its agents, upon reasonable written notice.

2. **SCHEDULE OF ATTACHMENT**

The following attachment to this exhibit is hereby attached and incorporated by this reference:

ATTACHMENT I 2009 AUDIT GUIDE

**DEPARTMENT OF COMMUNITY SERVICES AND DEVELOPMENT**

P.O. Box 1947  
Sacramento, CA 95812-1947  
(916) 341-4200  
(916) 341-4203 (FAX)  
(916) 327-6318 (TDD)



**To: All Community Service Block Grant, Low-Income Home Energy Assistance Program, Department of Energy, and Other Program Contractors**

**From: CSD Audit Services Unit**

**Date: June 1, 2009**

**SUPPLEMENTAL AUDIT GUIDE****Introduction**

The purpose of this 2009 Supplemental Audit Guide is to provide further instructions for the independent auditor and/or CPA firms that perform audits of agencies that contract with the California Department of Community Services and Development (CSD) to deliver programs. As specified in each program contract, all independent auditors and CPA firms must follow this Supplemental Audit Guide if the Contractor being audited is funded totally or in part by CSD contracts. This guide is not intended to be an auditing procedures manual but rather to further instruct the independent auditor and CPA firm in testing certain costs identified by CSD as needing more detailed disclosure.

The primary focus of this guide is auditing and reporting on specific items of costs funded by CSD contracts. The procedures outlined in this guide either clarify and complement or, exceed the requirements of Office of Management and Budget (OMB) Circular A-133.

**Auditor's Judgment**

Auditors performing the work according to this Supplemental Audit Guide must continue to exercise professional judgment. The auditor shall follow the procedures included in this audit guide unless, in the exercise of his or her professional judgment, the auditor determines that other procedures are more appropriate in particular circumstances. The auditor, however, must justify in writing any change from the audit procedures suggested by this Supplemental Audit Guide. The audit report must contain assurances that a review for compliance with OMB Circulars A-87 and A-122 was conducted.

**Selected Items of Cost****Inventory System (All Contracts)**

1. The independent auditor or CPA firm must gather evidence to validate the inventory listed as an asset on the balance sheet.

2. The closeout report on CSD contracts requires an inventory listing on all items purchased with CSD contract funds.
3. Inventories listed on the balance sheet and on the CSD closeout reports must be verified that they physically exist, are owned (not leased), and are in operable condition.
4. Inventory listings must be accurately compiled in the inventory accounts. Inventories are to be properly stated at cost (except when the market rate is lower).

#### **Subcontracts (All Contracts)**

1. Subcontracts must be arms-length agreements and free of actual or apparent conflicts of interest. Validate and report to CSD. CSD-funded agencies should be aware that contracting with wholly owned subsidiaries might not be considered arms-length agreements. This is especially true where both boards have similar members.
2. Contractors are required to substantiate that all costs expended under subcontracts are allowable and allocable to the particular program pursuant to the same standards as the costs expended directly by the Contractor under the specific CSD contract. Document the Contractor's system of ensuring this level of accountability, and report to CSD.

#### **Weatherization Crew Hours (LIHEAP and DOE Contracts)**

Document the methodology the Contractor uses to capture the actual hours each weatherization worker spends on each house, specific work performed and address. If this data is maintained in an automated system, obtain and review system documentation.

1. Verify that the monthly report summaries used to report weatherization crew hours provide accurate information by selecting and testing a representative sample.
2. Trace the monthly closeout report totals for weatherization labor hours to the Contractor's monthly report summaries and reconcile this to the supporting source documents.

#### **Prohibition on Lobbying**

The independent auditor shall verify that no CSD contract funds were used to influence or attempt to influence an officer or employee of a state or federal government agency, or a member of Congress or the State Legislature, in connection with the awarding of

any contract, grant, loan, or cooperative agreement.

### **System of Internal Control**

Audits must include an examination of the systems of internal control. Internal control systems must be established to ensure compliance with laws and regulations affecting the expenditure of State and/or Federal funds, financial transactions and accounts, and the agency's process for submission of Contractor billings submitted to CSD for the performance of the contract.

The Contractor's accounting system must provide for accumulating and recording of expenditures by cost category (budget line items) shown in the approved budget. The independent auditor or CPA firm must give an opinion on the internal controls of the Contractor being reviewed.

### **Administrative Cost Cap**

CSD contracts have an administrative cost cap. Administrative costs charged to each CSD contract must not exceed this cost. In addition, other Federal funds must not be used to exceed the total administrative cost cap charged to the CSD contract, unless specifically allowed by Federal statute.

### **Use of Indirect Cost Rates or Other Indirect Cost Methodology**

1. A Federally Approved Indirect Cost Allocation Rate may be used for selected items of costs up to the maximum allowed by the CSD contract's administrative cost rate. Costs claimed for a specific line item in the budget cannot be reported as direct costs and also as indirect costs.
2. Validate the indirect cost rate or methodology and the application of the rate used by the Contractor.
3. Ensure compliance with OMB Circulars A-87 and A-122.

### **Basis for Allocation of Costs**

1. The independent auditor or CPA firm must identify the Contractor's basis for allocating costs to CSD contracts. Costs charged to CSD contracts must be allocable, allowable, and based on actual expenses incurred by the Contractor for the CSD contract. Costs charged to the CSD contract must also have an approved contract budget line item.
2. Ensure Compliance with OMB Circulars A-87 and A-122.

### **Going Concern and Subsequent Events**

The independent auditor or CPA firm must provide a "positive assurance" statement that any (significant) subsequent events, related directly or indirectly, that occurred after the final closeout report and single agency-wide audit are submitted to CSD do not materially affect the closeout report, as submitted by the Contractor. Additionally, the independent auditor or CPA firm must provide "positive assurance" whether or not the Contractor will continue as a going concern. Some examples are litigation settlement, bankruptcy, mergers, large loans, cash flow problems, etc.

### **Representation Letter**

A Representation Letter between the independent auditor or CPA firm and the Contractor must be forwarded to CSD. The Representation Letter must be signed by the Contractor's controller (or equivalent) and either the Chair of the Audit Committee if it exists or the Executive Director.

### **Engagement Letter**

In the event a Contractor is more than one month late in submitting the required independent audit report, the Contractor shall submit one copy of the finalized, signed Engagement letter between the Contractor and the Contractor's independent auditor or CPA firm.

### **Supplemental Statements**

Beginning with the 1994 program year, CSD contract provisions have required the financial and compliance audit to include supplemental statements. These supplemental statements must be included as part of the package submitted to CSD with the single agency-wide audit for each fiscal year. CSD uses the above information to reconcile the audited costs to the costs reported by the Contractor.

The supplemental statements should be based on the budget line items contained in the contract. The supplemental statement must include the contract budget line items, expenditures for each budget line item by fiscal year, total audited costs and total reported expenses by budget line item. Please refer to Attachment Nos. 1 and 2 for examples of the format to use for the required supplemental statements.

### **Auditing Standards and Reports**

The financial and compliance audit report shall contain the following supplemental financial information: a combined statement of revenue and expenditures for each contract that presents, by budget line item, revenue and expenditures for the audit period and a description of the methodology used to allocate and claim indirect costs and any administrative cost pools.

### **Testing of Transactions**

A sufficient number of items should be selected for review that represent all material costs categories. The audit should determine whether:

- a. Contractor's internal control over the contract is effective and working as intended;
- b. Reported program expenditures are allowable and allocable;
- c. Reported expenditures conform to funding or program limitations or exclusions;
- d. Reported expenditures are not charged to, or reimbursed by, other programs or funding sources;
- e. Transactions are properly approved, reported, and supported by source documents;
- f. Reported expenditures were incurred within the appropriate contract term; and
- g. Contractor complied with applicable laws, regulations, and contract requirements.

### **Identify American Recovery and Reinvestment Act of 2009 (ARRA) Funds**

Contractors covered under the Single Audit Act and OMB circular A-133 must specifically identify ARRA funds on the SEFA by CFDA number, contract number, and by attaching the prefix "ARRA-" to the Federal program name. This information may be used by CSD to monitor the Contractor's expenditures of ARRA funds. In addition, the Contractor should maintain documentation to identify sub-award and project funded through the ARRA.

**ARRA EXHIBIT E**  
**(Standard Agreement)**

**ADDITIONAL PROVISIONS: AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009**

1. ADMINISTRATIVE REQUIREMENTS

For all recipients, administrative requirements of the awards will be governed by Section 1512 of the American Recovery and Reinvestment Act of 2009.

2. FEDERAL POVERTY LEVEL PROVISIONS

ARRA increases the eligibility level from one-hundred twenty-five percent (125%) to two-hundred percent (200%) of the Federal poverty level for authorized services under the CSBG Act. Under this Agreement, Contractors may serve clients up to two-hundred percent (200%) of the federal poverty level exclusively for the terms of this agreement and use of ARRA funds.

3. COST SHARING OR MATCHING CONTRIBUTIONS

In accordance with 45 CFR § 74.23, Contractor may not use funds for purposes of cost sharing or as matching contributions when such funds are paid by the Federal Government under another award.

4. CENTRAL CONTRACTOR REGISTRATION (CCR)

A. As required under the Recovery Act, Contractor must have a Dun and Bradstreet Universal Numbering System (DUNS) number ([www.dnb.com](http://www.dnb.com)) (or update its existing DUNS record) and register with the Central Contractor Registration (CCR: [www.ccr.gov](http://www.ccr.gov)) no later than July 10, 2009. (ARRA § 1512, ARRA § 1609)

B. Contractor must maintain active and current registrations in the Central Contractor Registration ([www.ccr.gov](http://www.ccr.gov)) at all times during which it has active federal awards funded with Recovery Act funds.

5. BUY AMERICAN

A. None of the funds provided under this Agreement derived from the American Recovery and Reinvestment Act, Pub. L. 111-5, may be used for a project for the construction, alteration, maintenance, or repair of a public building or public work unless all of the iron, steel, and manufactured goods used in the project are produced in the United States.

B. Subsection A. shall not apply in any case or category of cases in which the head of the Federal department or agency (grantor) finds that –

**ARRA EXHIBIT E**  
**(Standard Agreement)**

- 1) applying subsection A. would be inconsistent with the public interest;
  - 2) iron, steel, and the relevant manufactured goods are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or
  - 3) inclusion of iron, steel and manufactured goods produced in the United States will increase the cost of the overall project by more than 25 percent.
- C. If the head of a Federal department or agency determines that it is necessary to waive the application of subsection A. based on a finding under subsection B., the head of the department or agency shall publish in the Federal Register a detailed written justification as to why the provision is being waived.
- D. This section shall be applied in a manner consistent with United States obligations under international agreements.
- E. Implementation of this provision should follow the forthcoming requirements in the Federal Acquisition Regulation or as otherwise identified by the Contracting Officer.

6. PROCUREMENT

All funds under this Agreement expended through a subcontract for personal services or goods shall be fully subject to open and free competition as directed by OMB Circulars A-102 and A-110. Contractor may not rely on prior contractual relationships with a subcontractor as the sole justification of a subcontract awarded with ARRA funds. Contractor must fully implement all procurement procedures and requirements pursuant to CSBG Exhibit E 2., page E1.

7. INFORMATION IN SUPPORT OF RECOVERY ACT REPORTING

Contractor is responsible to maintain and may be required to submit backup documentation for all expenditures of funds under the Recovery Act including such items as timecards and invoices. Contractor shall provide copies of backup documentation at the request of the CSD or designee.



**EXHIBIT A**  
**(Standard Agreement)**

**SCOPE OF WORK**

**1. COMPLIANCE**

All services and activities are to be provided in accordance with all applicable federal and state laws and regulations and as those laws and regulations may be amended from time to time, including but not limited to, pursuant to the following:

- a. The Community Services Block Grant Act, 42 U.S.C. §§ 9901 et seq., and 45 Code of Federal Regulation (CFR) Part 96;
- b. The California Community Services Block Grant Program, Government Code §§ 12725 et seq., and Title 22, California Code of Regulations (CCR), §§ 100601 et seq.; and
- c. The Single Audit Act, 31 U.S.C. §§ 7301 et seq., and Office of Management and Budget (OMB).

**2. REQUIREMENTS, STANDARDS AND GUIDELINES**

Even though the federal Community Services Block Grant Act exempts Contractor and its subcontractors from many federal administrative requirements and standards to promote State and local efficiency, the federal government directs the State to establish fiscal control and fund accounting procedures regarding CSBG funds. Federal law also directs the State to ensure that the cost and accounting standards of the Office of Management Budget (OMB) apply to recipients of CSBG funds. Therefore, Contractor agrees to apply all of the requirements, standards, and guidelines contained in the following authorities, as they may be amended from time to time, to all of the procurement, administrative, and other costs claimed under this Agreement, including those costs under subcontracts to this Agreement, notwithstanding any language contained in the following authorities that might otherwise exempt Contractor from their applicability. To the extent that the requirements, standards or guidelines directly conflict with any State law or regulation at Government Code §§ 12725 et seq. or 22 CCR §§ 100601 et seq., or any specific provision of this Agreement, then that law or regulation or provision shall apply instead:

- A. OMB Circular A-102 (Common Rule for State and Local Governments), as codified by the Department of Health and Human Services (HHS) at 45 CFR Part 92;
- B. OMB Circular A-110 (Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and other Non-Profit Organizations), as codified by HHS at 45 CFR Part 74;
- C. OMB Circular A-87 (Cost Principles for State, Local and Indian Tribal Governments);
- D. OMB Circular A-122 (Cost Principles for Non-Profit Organizations)

**EXHIBIT A**  
**(Standard Agreement)**

3. FEDERAL CATALOG DOMESTIC ASSISTANCE NUMBER

The Community Services Block Grant Stimulus, American Recovery and Reinvestment Act, Catalog of Federal Domestic Assistance number is 93.710. The award is made available through the United States Department of Health and Human Services.

4. SERVICE AREA

The services shall be performed in the following service area:

5. ADDRESSES

Send all correspondence to:

State Agency:	Department of Community Services and Development
Section/Unit:	Field Operations Services
Mailing Address:	Post Office Box 1947
	Sacramento, CA 95812-1947
Address:	2389 Gateway Oaks, Suite 100
	Sacramento, CA 95833
Phone:	(916) 576-7109
Fax:	(916) 263-1406

**EXHIBIT B**  
**(Standard Agreement)**

**TERM AND AMOUNT OF AGREEMENT, BUDGET DETAIL, AND PAYMENT PROVISIONS**

1. ADMINISTRATIVE EXPENSES

For the purpose of administrative expenditures, Contractor shall use funds allocated under this Agreement in an amount not to exceed twelve percent (12%) of the total operating funds of its community action program(s). Contractor shall not use funds provided under this Agreement to cover administrative costs incurred in the Low-Income Home Energy Assistance Program (LIHEAP) in excess of the LIHEAP contractual limitations.

2. BUDGET CONTINGENCIES

A. State Budget Contingency

- 1) It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- 2) If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

B. Federal Budget Contingency

- 1) It is mutually understood that this Agreement may have been written before ascertaining the availability of Congressional appropriation of funds, for the mutual benefit of both Parties, in order to avoid program and fiscal delays that would occur if this Agreement were executed after that determination was made.
- 2) This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the purposes of this Agreement. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress that may affect the provisions, terms, or funding of this Agreement in any manner.

**EXHIBIT B**  
**(Standard Agreement)**

- 3) It is mutually agreed that if the Congress does not appropriate sufficient funds for this Program, this Agreement shall be amended to reflect any such reduction in funds.
- 4) The State has the option to invalidate this Agreement under the 30-day cancellation clause or to amend this Agreement to reflect any such reduction in funds.

**EXHIBIT C**  
**(Standard Agreement)**

**GENERAL TERMS AND CONDITIONS**

PLEASE NOTE: This Exhibit is not included with the final Agreement. The General Terms and Conditions are included in the Agreement by reference to Internet site: [www.csd.ca.gov](http://www.csd.ca.gov).

**EXHIBIT D**  
**(Standard Agreement)**

**SPECIAL TERMS AND CONDITIONS**

1. **TRAVEL/PER DIEM**

- A. Contractor's total travel for in-state and/or out-of-state and per diem costs shall be included in the contract Budget(s). Out-of-state travel costs that exceed the budgeted amount shall not be reimbursed without prior written authorization from CSD.
- B. Contractor's employee travel costs and per diem reimbursement rates shall be reimbursed as allowed pursuant to OMB Circular A-87 Section 43 or OMB Circular A-122 section 51 as applicable, and based on the Contractor's acceptable, written travel policy, or, in the absence of such policy, not to exceed Federal per diem requirements.
- C. In absence of a travel policy, Contractor shall defer to the rules and regulations established in the California Code of Regulations Section 599.615 through 599.638 and be reimbursed in accordance with the definitions, terms and provisions contained therein.

2. **CERTIFICATIONS**

- A. Contractor's signature affixed hereon shall constitute a certification that to the best of its ability and knowledge it will, unless exempted, comply with the provisions set forth in the following:
  - 1) Drug-Free Workplace Requirements Contract Certification Clause (CCC-307)
  - 2) National Labor Relations Board Certification (CCC-307)
  - 3) Expatriate Corporations (CCC-307)
  - 4) Domestic Partners (CCC-307)
  - 5) Amendment for Change of Agency Name (CCC-307)
  - 6) Resolution (CCC-307)
  - 7) Air and Water Pollution Violation (CCC-307)
  - 8) Information Integrity and Security (Department of Finance, Budget Letter 04-35)

**EXHIBIT D**  
**(Standard Agreement)**

- 9) Safeguarding Against and Responding to a Breach of Security Involving Personal Information (Department of General Services, Management Memo 08-11)

- B. The above documents are hereby incorporated by reference into this Agreement. To access these documents, please visit [www.csd.ca.gov](http://www.csd.ca.gov)

3. INTERNAL CONTROL CERTIFICATION

Contractor shall ensure the establishment and maintenance of a system of internal accounting and administrative control. This responsibility includes documenting the system, communicating system requirements to employees, and assuring that the system is functioning as prescribed and is modified, as appropriate, for changes in conditions. The system of internal accounting and administrative control shall be attested to within the Contractor's independent audit conducted pursuant to this Agreement, and include:

- A. Segregation of duties appropriate to safeguard state assets.
- B. Limited access to agency assets to authorized personnel who require these assets in the performance of their assigned duties.
- C. Authorization and recordkeeping procedures adequate to provide effective accounting controls over assets, liabilities, revenues, and expenditures.
- D. Practices to be followed in performance of duties and functions.
- E. Personnel of a quality commensurate with their responsibilities.
- F. Effective internal review.

4. CONFLICT OF INTEREST

- A. Contractor certifies that its employees and the officers of its governing body shall avoid any actual or potential conflicts of interest and that no officer or employee who exercises any functions or responsibilities in connection with this Agreement shall have any personal financial interest or benefit that either directly or indirectly arises from this Agreement.
- B. Contractor shall establish safeguards to prohibit its employees or its officers from using their positions for a purpose that could result in private gain or that gives the appearance of being motivated for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

**EXHIBIT D**  
**(Standard Agreement)**

5. CODES OF CONDUCT

- A. Contractor shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts or subcontracts. No employee, officer, or agent of the Contractor shall participate in the selection, award, or administration of a subcontract supported by Federal funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization that employs or is about to employ any of the parties indicated herein, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the Contractor shall neither solicit nor accept gratuities, favors, or anything of monetary value from subcontractors or parties to subagreements. The standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the recipients.
- B. Contractor shall not pay Federal funds received from CSD to any entity in which it (or one of its employees, officers, or agent, any member of his or her immediate family, his or her partner, or an organization that employs or is about to employ any of the parties indicated herein) has an interest. As ownership constitutes a financial interest, Contractor shall not subcontract with a subsidiary. Similarly, Contractor shall not subcontract with an entity that employs or is about to employ any person described in 45 CFR Part 92 (for states and local governments) and 45 CFR Part 74 (for nonprofit organizations) (Office of Management and Budget Circular A-110, section 42).

6. EFFECTIVENESS ASSESSMENT TOOL

CSD developed and made available an effectiveness assessment tool with the cooperation of all CSBG Contractors in California. The tool describes performance guidelines in the areas of Leadership, Governance, Administration, and Programs.

- A. The effectiveness assessment tool is a resource for Contractors to assess the viability of their organization.
- B. If Contractor chooses to complete the effectiveness assessment tool, the results do not have to be shared with CSD.
- C. CSD does encourage the use of this tool. The document may be accessed at [www.csd.ca.gov](http://www.csd.ca.gov).



**EXHIBIT D**  
**(Standard Agreement)**

7. COMPLIANCE MONITORING

- A. As the recipient of federal CSBG Block Grant funds under this Agreement, Contractor is responsible for substantiating that all costs claimed under this Agreement are allowable and allocable under all applicable federal and state laws, and provisions, for tracing all costs to the level of expenditure.
- B. As the administrator for the CSBG Block Grant for the State, CSD is required to ensure the funds allocated to Contractor are expended for the purposes identified in, federal and state CSBG law, and for allowable and allocable costs under the applicable rules of the Office of Management and Budget.
- C. CSD is required to conduct onsite and follow-up monitoring of Contractor to ensure that Contractor meets the performance goals, administrative standards, financial management requirements, and other requirements of the federal and State CSBG program.
- D. CSD shall provide Contractor reasonable advance notice in writing of on-site monitoring reviews of Contractor's program or fiscal performance.

Contractor shall cooperate with CSD program and audit staff and other representatives, and provide access to all programs, records, documents, resources, personnel, inventory and other things reasonably related to the administration and implementation of the services and activities funded directly or indirectly by this Agreement.

- E. In the event, CSD determines that Contractor is in non-compliance of material or other legal requirements of this Agreement, CSD shall provide the observations, recommendations or findings in writing, along with a specific action plan for correcting the non-compliance.

8. SPECIAL CONDITIONS FOR ENTITIES NOT MEETING TERMS OF THE AGREEMENT

- A. In addition to the State's authority to terminate or suspend funding or deny refunding under federal and State law and regulation, the State has authority to set fiscal control and fund accounting procedures to fulfill the State's oversight responsibilities and ensure that CSBG Block Grant funds are appropriately expended. Thus, notwithstanding the express exception in 45 CFR Part 92 as applied to the CSBG Program, the State hereby incorporates by reference 45 CFR Part 92.12 and may impose special conditions according to that section on Contractor for unsatisfactory performance of the requirements, standards, and guidelines of this Agreement.

**EXHIBIT D**  
**(Standard Agreement)**

- B. Contractor shall ensure that requirements set forth in this Agreement are met, that all required documentation is submitted in a timely manner, and that any corrective action plans are fulfilled. In the event that prescribed timelines are not met or corrective action is not taken, it shall be deemed a material breach of this Agreement, and CSD shall take appropriate action, including but not limited to withholding of advance payments and initiation of the suspension and termination procedures provided by State and federal CSBG law.

9. BOARD ROSTER, BYLAWS, RESOLUTION AND MINUTES

- A. Upon execution of this Agreement, Contractors shall submit to CSD a current roster of the Executive Committee of the tripartite board, including contact information for each Committee member at a location other than the office of the eligible entity, and the most recent version of the organizational bylaws. Contractor is responsible to notify CSD of any changes to the Executive Committee within thirty (30) days of such occurrence.
- B. Contractor shall submit to CSD a current tripartite board roster, including the name and sector (i.e., low-income, public, private) of each board member.
- C. Contractor's current governing board must authorize the execution of this Agreement. Contractor has the option of demonstrating such authority by direct signature by a board member, or by any lawful delegation of such authority that is consistent with Contractor's bylaws.
- D. Where Contractor elects to delegate the signing authority to the chief executive officer, CSD will accept either a resolution specific to this Agreement or a resolution approved by the current governing board that is more generally applicable to any CSD program contract or amendment. Where Contractor provides a general resolution, Contractor shall maintain documentation that the chief executive officer provided timely and effective communication of the execution and terms of this Agreement to the board. Either a specific or current general resolution must be on file with CSD prior to CSD's finally executing this Agreement.
- E. Contractors shall submit to CSD the tripartite board minutes from regularly scheduled meetings no later than 30 days after the minutes are approved. Regularly scheduled meetings shall be in accordance with the tripartite board's bylaws.
- F. For those Contractors whose tripartite board is advisory to the elected members governing a local government, the Contractor shall submit to CSD the minutes from any meeting of the elected officials where matters relating to this Agreement are heard, including but not limited to discussions about or decisions affecting the

**EXHIBIT D**  
**(Standard Agreement)**

community action program. Such minutes shall be submitted to CSD no later than 30 days after the minutes are approved.

10. AUDITING STANDARDS AND REPORTS

A. Auditing Standards

Contractor must follow all audit requirements as set forth in OMB Circular A-133 and the 2009 CSD Supplemental Audit Guide. The 2009 Supplemental Audit Guide is attached herein as ARRA Exhibit D Attachment I.

B. Audit Reports

- 1) Funds provided under this Agreement shall be included in an audit conducted in accordance with the provisions of OMB Circular A-133 for nonprofit and public agencies, standards promulgated by the American Institute of Certified Public Accountants (AICPA), and those standards included in "Government Auditing Standards, 2007 Revision, as amended.
- 2) The financial and compliance audit report shall contain the following supplementary financial information: a combined statement of revenue and expenditures for each contract that presents, by budget line item, revenue and expenditures for the audit period and a description of the methodology used to allocate and claim indirect costs and any administrative cost pools.
- 3) The audit report must specifically mention that a review for compliance with OMB Circulars A-87 and A-122 was conducted.
- 4) Contractors shall submit to CSD one printed copy and one electronic copy of the required audit report(s) and any management letter if issued by the accountant, within nine months of the end of the Contractor's fiscal year, accompanied by a copy of the signed, final engagement letter between Contractor and the independent auditor. Upon written request by the Contractor's independent auditor, which includes an explanation of why the audit cannot be submitted within nine months of the end of the Contractor's fiscal year, an extension may be granted by CSD Audit Services Unit for submittal of the audit report not to exceed an additional 30 calendar days from the original due date. The audit reports are to be submitted to the following addresses:

**EXHIBIT D**  
**(Standard Agreement)**

Printed copy:  
Department of Community Services and Development  
Attention: Audit Services Unit  
P.O. Box 1947  
Sacramento, CA 95812-1947

Electronic copy:  
[audits@csd.ca.gov](mailto:audits@csd.ca.gov)

Local governmental agencies also shall submit the required number of copies of the audit report in accordance with the guidelines set by the Division of Audits of the State Controller's Office. Said reports are to be submitted to the following address:

State Controller's Office  
Division of Audits  
300 Capitol Mall, Fifth Floor  
Sacramento, CA 95814

- 5) Where services or funds under this Agreement are provided to, for, or by a wholly owned, or wholly controlled subsidiary of Contractor, Contractor hereby provides assurance that an audit shall be performed of this subsidiary organization in accordance with this Section. Said required audit report shall be made available to the State upon request.

11. SUBCONTRACTS

Contractor may enter into subcontract(s) to perform applicable provisions of this Agreement. The Contractor is responsible for ensuring that all activities delegated to subcontractors are in support of this Agreement. As defined in federal CSBG law, subcontractors are not considered eligible entities and thus not subject to tripartite board or other specific requirements unique to eligible entities.

- A. Contractor shall submit notification to the State within 60 calendar days of execution of each subcontractor agreement with the name of the subcontractor entity, its address, telephone number, contact person, contract amount, and program/administrative description of each subcontractor activity to be performed under this Agreement.
- B. Contractor remains responsible to substantiate the allowable and allocable use of all funds under this Agreement. Contractor shall ensure that any subcontracts under this Agreement contain all provisions necessary to ensure adequate substantiation and controls of the expenditure of such funds. Contractor shall be responsible for conducting periodic monitoring of subcontractor's program

**EXHIBIT D**  
**(Standard Agreement)**

activities and fiscal accountability. Contractor shall also ensure that any subcontracts under this Agreement contain the right of reasonable access to the subcontractors' books and records by CSD staff and representatives and by Contractor's independent auditors for purposes of ensuring the allowability of expenditures of the funds under this Agreement.

Contractor shall immediately notify all of its subcontractor(s) in writing within five days of such action in the event the State suspends, terminates, and/or makes changes to the services to be performed under this Agreement.

- D. Contractor is the responsible party and shall remain liable for the performance of the terms, conditions, assurances, and certifications of this Agreement, without recourse to the State, regarding the settlement and satisfaction of all contractual and administrative issues arising out of subcontract agreement(s) entered into in support of this Agreement, including disputes, claims, or other matters of a contractual nature as well as civil liability arising out of negligence or intentional misconduct of the subcontractor(s).
- E. Nothing contained in this Agreement shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Contractor of its responsibilities and obligations hereunder. Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

12. INSURANCE AND FIDELITY BOND

A. General Requirements

- 1) By execution of this Agreement, Contractor agrees that the below-required insurance policies and bond shall be in effect at all times during the term of this Agreement.
- 2) Contractor shall provide the State with written notice at least 30 calendar days prior to cancellation or reduction of insurance coverage to an amount less than that required in this Agreement.
- 3) In the event said insurance coverage expires at any time or times during the term of this Agreement, Contractor agrees to provide within 30 calendar days prior to said expiration date a new Certificate of Insurance (ACORD 25) evidencing insurance coverage as provided for herein for not

**EXHIBIT D**  
**(Standard Agreement)**

less than the remainder of the term of this Agreement. The Certificate shall identify and name the State as the Certificate Holder.

- 4) New Certificates of Insurance will be reviewed for content and form by CSD.
- 5) In the event Contractor fails to keep in effect at all times the specified insurance and bond coverage as herein provided, the State may, in addition to any other remedies it may have, suspend this Agreement.
- 6) With the exception of workers' compensation and fidelity bond, the State shall be named as additional insured on all Certificates of Insurance required under this Agreement.
- 7) The issuance of other CSD contracts, to include any cash advances, and reimbursement payments, to the Contractor shall be contingent upon required current insurance coverage being on file at CSD for this Agreement.

**B Self-Insurance**

- 1) When Contractor is a self-insured governmental entity, the State, upon satisfactory proof, may waive the appropriate insurance requirements. To qualify for a waiver, an appropriate county or city risk manager shall sign a certification that shall contain assurance of the adequacy of the governmental entity's ability to cover any potential losses under this Agreement.
- 2) Contractor shall specify in writing a list of which coverage(s) will be self-insured under this Agreement and shall list all applicable policy numbers, expiration dates, and coverage amount.
- 3) In the case that the Contractor's self-insurance coverage does not contain any changes from the prior year, CSD will accept a certified letter signed by authorized personnel stating that no changes have occurred from last year. This letter is due at the time of contract execution or within 30 days of expiration of insurance.
- 4) Should Contractor utilize a subcontractor(s) to provide services under this Agreement, Contractor shall indemnify and hold the State harmless against any liability incurred by that subcontractor(s).

**EXHIBIT D**  
**(Standard Agreement)**

**C. Workers' Compensation Insurance**

- 1) Contractor shall have and maintain for the term of this Agreement workers' compensation insurance issued by an insurance carrier licensed to underwrite workers' compensation insurance in the State of California.
- 2) Contractor shall submit either an applicable Certificate of Insurance or a Certificate of Consent to Self-Insure issued by the Director of the Department of Industrial Relations to the State as evidence of compliance with the workers' compensation insurance requirement prior to issuance of an initial cash advance.

**D. Fidelity Bond**

- 1) Contractor shall maintain a fidelity bond in the minimum amount of four percent of the total amount of consideration set forth under this Agreement.
- 2) Contractor shall submit an applicable Certificate of Insurance to the State as evidence of compliance with the fidelity bond requirement prior to issuance of an initial cash advance.

**E. General Liability Insurance**

- 1) Contractor shall have and maintain for the term of this Agreement general liability and property damage insurance for a combined single limit of not less than \$500,000 per occurrence.
- 2) Contractor shall submit an applicable Certificate of Insurance naming CSD as an additional insured, to the State as evidence of compliance with general liability insurance requirements prior to issuance of an initial cash advance.

**F. Vehicle Insurance**

- 1) Contractor shall have and maintain for the term of this Agreement vehicle insurance in the amount of \$500,000 for each person and each accident for bodily injury and in the amount of \$500,000 for each person and each accident for property damage.
- 2) When employees use their own vehicles to perform duties within the scope of their employment, Contractor shall have and maintain for the term of this Agreement nonowned and hired-auto liability insurance in the amount of \$500,000 for each person and each accident for bodily injury

**EXHIBIT D**  
**(Standard Agreement)**

and \$500,000 for each person and each accident for property damage.  
(Driving to and from work is not within the scope of employment.)

- 3) Contractor shall submit an applicable Certificate of Insurance, designating CSD as an additional insured, to the State as evidence of compliance with said vehicle insurance requirements prior to issuance of an initial cash advance.

13. AGREEMENT CHANGES

A. Amendment

Formal Amendments are required for changes to the term, total cost or Maximum Amount of this Agreement, scope of work, and formal name changes. No amendment to this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties. CSD 425b, Justification for Contract Amendment/ Modification, must be completed by Contractor's request to make changes to Attachment I or Attachment II.

B. Modification

- 1) Changes involving alterations such as changes to program activities and/or delivery strategies will be considered modifications. A CSD 425b, Justification for Contract Amendment/Modification, must be completed by Contractor's request to make changes to Attachment I or Attachment II.
- 2) Please note that modifications to projected outcomes on the CSD 901 forms will not be allowed. In the event that projections will not be met, please provide a description of the circumstances. For further instruction please contact your Field Services Representative.
- 3) A modification to the projected budget is not required as long as the maximum amount payable does not change. Any increase to out-of-state travel costs or changes to major equipment purchases will require a modification.
- 4) If a Contractor intends to request a contract modification to modify Attachment I or Attachment II, justification shall be submitted on CSD 425b, Justification for Contract Amendment/Modification, no later than 15 calendar days prior to the expiration date of this Agreement.



**EXHIBIT D**  
**(Standard Agreement)**

14. SYSTEM SECURITY REQUIREMENTS

Contractor shall, in cooperation with CSD, institute measures, procedures, and protocols designed to ensure the security of data and to protect information in accordance with California State Administrative Manual (SAM) Section 5310, Item 4, and such other State and Federal laws and regulations as may apply. The parties hereto agree to the following requirements, obligations, and standards:

A. General Information/Data Description

The interconnection between CSD and Contractor is a two-way data exchange. The purpose of the data exchange or direct input is to deliver application records for payment processing or contract activity reimbursement.

B. Services Offered

Data exchange between CSD and Contractor shall be handled through two methods: 1) a Contractor user must authenticate to upload data files in a secure socket layer connection; or 2) a secure user interface that is only available to Contractor users with a unique software authentication to see the login window and also secure tunnel between CSD and the Contractor user.

C. Data Sensitivity

- 1) The sensitivity of data exchanged between CSD and Contractor may vary from sensitive to personal or confidential because of personal data such as social security numbers to private data, e.g., family income level, family member name, etc. No personal financial information, i.e., credit card, bank account numbers, shall be stored or exchanged in the data exchange sessions.
- 2) Appropriate levels of confidentiality for the data shall be based on established data classification (see SAM Section 5320.5).

D. Information Exchange Security

- 1) The security of the information being passed on this primary two-way connection shall be protected through the use of encryption software. The connections at each end shall be secured plus the physical location the application systems shall be within a controlled access facilities. Individual users may not have access to the data except through their systems security software that is logged in detail or controlled. All access will be controlled by authentication methods to validate the approved users.

**EXHIBIT D**  
**(Standard Agreement)**

- 2) Standards for secure transmission may be accomplished through such means as certificates, secure socket layer, etc., and storage of the data with encryption, if applicable.
- 3) Both CSD and Contractor shall maintain security patches and anti-virus software updates.

**E. Trusted Behavior Expectations**

CSD's application system and users shall protect Contractor's application system/data, and the Contractor's application system and users shall protect CSD's application system/data, in accordance with the Privacy Act and Trade Secrets Act (18 U.S. Code 1905) and the Unauthorized Access Act (18 U.S. Code 2701 and 2710).

**F. Formal Security Guidelines**

CSD's Computer Security Policy and Contractor's policy and procedures for internal controls shall conform to the standards and obligations for the protection of data established herein and shall ensure their implementation.

**G. Incident Reporting**

Any party discovering a security incident shall report it in accordance with its incident reporting procedures. Contractor shall within 24 hours of discovery report to CSD any security incident contemplated herein. Policy governing the reporting of Security Incidents is detailed in section D 2 – L of the SAM Management Memorandum entitled, "Safeguarding Against and Responding to a Breach of Security Involving Personal Information."

**H. Audit Trail Responsibilities**

Both parties are responsible for auditing application processes and user activities involving the interconnection. Activities that will be recorded include event type, date and time of event, user identification, workstation identification, success or failure of access attempts, and security actions taken by system administrators.

**I. Data Sharing Responsibilities**

All primary and delegated secondary organization that share, exchange, or use personal, sensitive, or confidential data shall adhere to all CSD's policies and SAM guidelines. If data sharing is accomplished via interconnectivity of an application system, then data sharing must be certified to be secure by both parties.

**EXHIBIT E**  
**(Standard Agreement)**

**ADDITIONAL PROVISIONS:**

1. **FEDERAL CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND RELATED MATTERS**

Contractor hereby certifies to the best of its knowledge that it or any of its officers:

- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
- B. Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph 2 of this certification.
- D. Have not within a three-year period preceding this Agreement had one or more public (federal, state, or local) transactions terminated for cause or default.
- E. If any of the above conditions are true for the Contractor or any of its officers, Contractor shall describe such condition and include it as an attachment to this Exhibit D. Based on the description, CSD in its discretion may decline to execute this Agreement, or set further conditions of this Agreement. In the event any of the above conditions are true and not disclosed by Contractor, it shall be deemed a material breach of this Agreement, and CSD may terminate this Agreement for cause immediately pursuant to the termination provisions of State and federal law governing the CSBG program.

2. **PROCUREMENT**

- A. Contract Administration
  - 1) Contractors shall administer this Agreement in accordance with all federal and state rules and regulations and Recovery Act provisions governing CSBG pertaining to procurement, including Office of Management and Budget (OMB) Circulars and amendments thereto, consistent with the general OMB compliance requirement in Exhibit B to this Agreement.

**EXHIBIT E**  
**(Standard Agreement)**

Contractors shall establish, maintain, and follow written procurement procedures consistent with the procurement standards in OMB Circulars A-102 and A-110 and all additional provisions in this Agreement, including but not limited to a code of conduct for the award and administration of contracts and a procedure that provides, to the maximum extent practical, open and free competition.

- 2) Contractor shall not permit any organizational conflicts of interest or noncompetitive practices that may restrict or eliminate competition or otherwise restrain trade. In order to ensure objective subcontractor performance and eliminate unfair competitive advantage, individuals, or firms that develop or draft specifications, requirements, statements of work, invitations for bids, and/or requests for proposals shall be excluded from competing for such procurements. Contractor shall award any subcontract to the bidder or offeror whose bid or offer is responsive to the solicitation and is most advantageous to Contractor when considering price, quality, and other factors. Contractor's solicitations shall clearly set forth all requirements that the bidder or offeror shall fulfill in order for the bid or offer to be evaluated by the recipient.
- 3) Contractor assures that all supplies, materials, equipment, or services purchased or leased with funds provided by this Agreement shall be used solely for the activities allowed under this Agreement, unless a fair market value for such use is charged to the benefiting program and credited to this Agreement.
- 4) In addition to adhering to all OMB requirements and the Contractor's established procedures for all procurement transactions of any amount, for each purchase, lease, or subcontract for any articles, supplies, equipment, or services obtained from vendors or subcontractors where the per-unit cost exceeds \$5,000, three competitive quotations shall be obtained or adequate justification documented and maintained as to the absence of bidding. In cases of a bona fide emergency where awarding a subcontract is necessary for the immediate preservation of public health, welfare, or safety, documentation of the emergency will be sufficient in lieu of the three-bid process.
- 5) To ensure that significant procurement transactions are conducted in an open and freely competitive manner, Contractor shall comply with the following requirement:
  - a. Contractor shall prepare and submit a Request for Purchase/Lease Pre-Approval (CSD 558) to CSD at least fifteen (15) calendar days

**EXHIBIT E**  
**(Standard Agreement)**

prior to executing the subcontract for each of the following procurement transactions:

- i. Any articles, supplies, equipment or services having a per-unit cost in excess of \$5,000; or
  - ii. Any articles, supplies or equipment where the total contract amount exceeds \$100,000.
- 6) Noncompliance with any of the provisions in this Section 2. shall result in a disallowance of the costs of the procurement transaction.
- 7) Contractor assures that it shall exercise due care in the use, maintenance, protection, and preservation of state-owned property in Contractor's possession or any other property or equipment procured by Contractor with State funds. Such care shall include, but is not limited to, the following:
- a. Maintaining insurance coverage against loss or damage to such property or equipment.
  - b. Ensuring that the legal ownership of any motor vehicle or trailer is in the name of the Contractor.

**B. Limitation on Use of Funds**

Contractor shall assure that funds received under this Agreement shall not be used for the purchase or improvement of land or for the purchase, construction, or permanent improvement of any building or other facility other than low-income weatherization or energy-related home repairs.

**3. AFFIRMATIVE ACTION COMPLIANCE**

- A. Each Contractor or subcontractor with 50 or more employees and an agreement of \$50,000 or more shall be required to develop a written Affirmative Action Compliance Program.
- B. The written program shall follow the guidelines set forth in Title 41 CFR Section 60-1.40, Sections 60-2.10 through 60-2.32, Sections 60-250.1 through 60-250.33, and Sections 60-741.4 through 60-741.32.
- C. Each Contractor or subcontractor with less than 50 employees shall comply with Section 202 of Part II of Executive Order 11246, as amended by Executive

**EXHIBIT E**  
**(Standard Agreement)**

Order 11375. Contractor shall ensure that subcontractors falling within the scope of this provision shall comply in full with the requirements thereof.

4. NONDISCRIMINATION COMPLIANCE

- A. Contractor's signature affixed hereon shall constitute a certification that to the best of its ability and knowledge will, unless exempted, comply with the nondiscrimination program requirements set forth in this section.
- B. Contractor hereby certifies compliance with the following:
  - 1) Federal Executive Order 11246, as amended by Executive Order 11375, relating to equal employment opportunity.
  - 2) Title VI and Title VII of the Civil Rights Act of 1964, as amended.
  - 3) Rehabilitation Act of 1973, as amended.
  - 4) Vietnam Era Veterans Readjustment Assistance Act of 1972, as amended.
  - 5) Title 41, Code of Federal Regulations (CFR), Chapter 60, Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, as amended.
  - 6) Public Law 101-336, Americans with Disabilities Act of 1990, as amended.

5. SPECIFIC ASSURANCES

- A. Pro-Children Act of 1994
  - 1) This Agreement incorporates by reference all provisions set forth in Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act).
  - 2) Contractor further agrees that the above language will be included in any subcontracts that contain provisions for children's services and that all subcontractors shall certify compliance accordingly. For detailed explanation, see [www.csd.ca.gov](http://www.csd.ca.gov).
  - 3) This Agreement incorporates by reference all provisions set forth in the Child Support Services and Referrals (Section 678 (b) 1998 CSBG Reauthorization Act)." For detailed explanation, see [www.csd.ca.gov](http://www.csd.ca.gov).

**EXHIBIT E**  
**(Standard Agreement)**

**B. American-Made Equipment/Products**

Contractor shall assure, pursuant to Public Law 103-333, Section 507, to the extent practicable, that all equipment and products purchased with funds made available under this Agreement shall be American made.

**C. Federal and State Occupational Safety and Health Statutes**

Contractor assures that it shall be in compliance with the provisions as set forth in Federal and State Occupational Safety and Health Statutes; the California Safe Drinking Water and Toxic Enforcement Act of 1986; Universal Waste Rule (Hazardous Waste Management System: Modification of the Hazardous Waste Recycling Regulatory Program); Final Rule; and Workers' Compensation laws.

**D. Political Activities**

- 1) Contractor shall refrain from all political activities if such activities involve the use of any funds that are the subject of this Agreement.
- 2) Contractor is prohibited from any activity that is designed to provide voters or prospective voters with transportation to the polls or to provide similar assistance in connection with an election if such activities involve the use of any funds that are subject to this Agreement.

**E. Lobbying Activities**

- 1) Contractor shall refrain from all lobbying activities if such activities involve the use of any funds that are the subject of this Agreement or any other fund, programs, projects, or activities that flow from this Agreement.
- 2) If Contractor engages in lobbying activities, Contractor shall complete, sign and date the CERTIFICATION REGARDING LOBBYING/DISCLOSURE OF LOBBYING ACTIVITIES, EXHIBIT G, as required by the U.S. Department of Health and Human Services under 45 CFR Part 93.

**6. RIGHT TO MONITOR, AUDIT, AND INVESTIGATE**

- A.** Any duly authorized representative of the federal or state government, which includes but is not limited to the State Auditor, CSD Staff, and any entity selected by CSD to perform inspections, shall have the right to monitor and audit Contractor and all subcontractors providing services under this Agreement through on-site inspections, audits, and other applicable means the State determines necessary.

**EXHIBIT E**  
**(Standard Agreement)**

- B. Contractor shall make available all reasonable information necessary to substantiate that expenditures under this agreement are allowable and allocable, including, but not limited to books, documents, papers, and records. Contractor shall agree to make such information available to the federal government, the state, or any of their duly authorized representatives including representatives of the entity selected by CSD to perform inspections, for examination, copying, or mechanical reproduction, on or off the premises of the appropriate entity upon a reasonable request therefor.
- C. Any duly authorized representative of the federal or state government shall have the right to undertake investigations in accordance with Public Law 97-35, as amended.
- D. All agreements entered into by Contractor with audit firms for purposes of conducting independent audits under this Agreement shall contain a clause permitting any duly authorized representative of the federal or state government access to the working papers of said audit firm(s).

7. RECORD-KEEPING

- A. All records maintained by Contractor shall meet the OMB requirements contained in the following Circulars: A-102, Subpart C, ("Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments") or A-110, Subpart C, Nonprofit Organizations, whichever is applicable.
- B. Contractor shall maintain all records pertaining to this Agreement for a minimum period of three years after submission of the final report. However, Contractor shall maintain all such records until resolution of all audit and monitoring findings are completed.
- C. Contractor assures that employee and applicant records shall be maintained in a confidential manner to assure compliance with the Information Practices Act of 1977, as amended, and the Federal Privacy Act of 1974, as amended.



**EXHIBIT E**  
**(Standard Agreement)**

8. ADMINISTRATIVE HEARING FOR DENIAL OF CLIENT BENEFITS BY CONTRACTOR

- A. Contractor has read and agrees to strictly comply with Title 22 of the California Code of Regulations, Section 100751, as amended, which sets forth elements to be included in client benefit denial appeal procedures and shall advise individuals who have been denied assistance of their twenty (20) day right to appeal to the State for an administrative hearing pursuant to 42 USC 8624(b)(13), as amended.
- B. Within five (5) working days of receipt of an appeal from a client, CSD's Fair Hearings Officer shall schedule an administrative hearing to be conducted no later than thirty (30) calendar days from the receipt of the request.
- C. The client may withdraw request for appeal for administrative hearing at any time during the appeal process by rendering written or oral notice to the State. Where oral notice is given, such notice shall be confirmed in writing by the Parties.

\\Cobra\Shared\Contracts\Community Services Block Grant\2009 CSBG American Recovery & Reinvestment Act\2009 CSBG ARRA EITC Contract\CSBG Exhibit E - Additional Provisions New 11 03 09.doc

**EXHIBIT F**  
**(Standard Agreement)**

**DEFINITIONS**

All terms used in this Agreement shall be those as defined in applicable federal and state law (see 42 U.S.C. § 9902 and Govt. Code § 12730) and regulation (see 45 C.F.R. Part 96 and 22 C.C.R. § 100601), or as more specifically defined as:

Agreement: The complete contents of this contract entered into by and between the CSD and Contractor, including all rights, duties, and obligations whether expressed or implied required toward the legal performance of the terms hereof, and including all documents expressly incorporated by reference.

Amendment: A formal change to the Agreement of a material nature including but not limited to the term, scope of work, or name change of one of the Parties, or a change of the maximum amount of this Agreement.

American Reinvestment  
And Recovery Act of 2009: The act signed February 17, 2009 by President Obama to create jobs, stimulate the economy, and make significant improvements to the nation's infrastructure.

Authorized Agent: The duly authorized representative of the Board of Directors of Contractor, and the duly elected or appointed, qualified, and acting officer of the State. In the case of Contractor, the State shall be in receipt of a board resolution affirming the agent's representative capacity to bind Contractor to the terms of this Agreement.

Board of Directors: For the purposes of a private nonprofit Community Action Agency, Board of Directors refers to the tripartite board as mandated by 42 U.S.C. § 9910 and Government Code § 12751. For the purposes of a publicly governed Community Action Agency, Board of Directors refers to the tripartite advisory/administering board that is mandated by 42 U.S.C. § 9910 and California Government Code § 12752.1 and established by the political subdivision or local government.

Community Action Agency: A public, or private nonprofit, agency that fulfills all requirements of Government Code § 12750.

Contractor: The entity (partnership, corporation, association, agency, or individual) designated on the face sheet (STD 213) of this Agreement.

**EXHIBIT F**  
**(Standard Agreement)**

<u>CSD:</u>	The State of California Department of Community Services and Development.
<u>Final Allocation:</u>	The actual amount of funds available to Contractor under this Agreement, as calculated pursuant to Government Code § 12759 after CSD receives the notice of grant award for the full allocation based on the appropriation by Congress for the related federal fiscal year, and as publicly announced by CSD's Director or designee, subsequent to the execution of this Agreement.
<u>Maximum Amount:</u>	The dollar amount reflected on line 3 of the face sheet (STD 213) of this Agreement.
<u>Modification:</u>	An immaterial change to this Agreement that does not require an Amendment.
<u>Parties:</u>	CSD on behalf of the State of California, and the Contractor.
<u>Program:</u>	The Community Services Block Grant (CSBG) Program, 42 USC §§ 9901 et seq., as amended.
<u>State:</u>	The State of California Department of Community Services and Development.
<u>Subcontractor:</u>	An entity (partnership, tribe, corporation, association, agency, or individual) that enters into a separate contract or agreement with Contractor to fulfill direct program or administrative tasks in support of this Agreement.
<u>Subcontract:</u>	A separate contract or agreement entered into by and between Contractor and Subcontractor to fulfill direct program or administrative tasks in support of this Agreement.

EXHIBIT G



**CERTIFICATION REGARDING LOBBYING**

DEPARTMENT OF HEALTH AND HUMAN SERVICES  
FAMILY SUPPORT ADMINISTRATION

PROGRAM: Community Services Block Grant/ARRA

PERIOD: October 1, 2009 through September 30, 2010

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award document for subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Agency/Organization

\_\_\_\_\_  
Date

# DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB  
0348-0046

Complete the form to disclose lobbying activities pursuant to 31 U.S.C. 1352  
(See reverse for public burden disclosure.)

<b>1. Type of Federal Action:</b> <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	<b>2. Status of Federal Action:</b> <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. Initial award <input type="checkbox"/> c. post-award	<b>3. Report Type:</b> <input type="checkbox"/> a. Initial filing <input type="checkbox"/> b. material change  For Material Change Only: year _____ quarter _____ date of Last report _____
<b>4. Name and Address of Reporting Entity:</b> <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known:  Congressional District, if known: _____		<b>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</b>  Congressional District, if known: _____
<b>6. Federal Department/Agency:</b>	<b>7. Federal Program Name/Description:</b>  CFDA Number, if applicable: _____	
<b>8. Federal Action Number, if known:</b>	<b>9. Award Amount, if known:</b> \$ _____	
<b>10. a. Name address of Lobbying Entity (if Individual, last name, first, name, MI):</b>	<b>b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):</b>	
(attach Continuation Sheet(s) SF-LLL-A, if necessary)		
<b>11. Amount of Payment (check all that apply):</b>  \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned	<b>13. Type of Payment (check all that apply):</b> <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other; specify: _____	
<b>12. Form of Payment (check all that apply):</b> <input type="checkbox"/> a. cash <input type="checkbox"/> b. In-kind; specify:    nature _____ value _____		
<b>14. Brief Description of Services Performed or to be Performed and Date(s) of Services, including officer(s), employee(s), or Member(s), contacted, for Payment Indicated in Item 11:</b>   (attach Continuation Sheet(s) SF-LLL-A, if necessary)		
<b>15. Continuation Sheet(s) SF-LLL-A attached:</b> <input type="checkbox"/> Yes <input type="checkbox"/> No		
<b>16. Information requested through this form is authorized by Title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1353. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty for not less than \$10,000 and not more than \$100,000 for each such failure.</b>	Signature: _____  Print Name: _____  Title: _____  Telephone No.: _____      Date: _____	
<b>Federal Use Only:</b>		<b>Authorized for Local Reproductions Standard Form – LLL</b>

**DISCLOSURE OF LOBBYING ACTIVITIES**  
CONTINUATION SHEET

Approved by OMB  
0348-0046

Reporting Entity: \_\_\_\_\_ Page \_\_\_\_\_ of \_\_\_\_\_

## INSTRUCTION FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and ZIP Code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in Item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in Item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered Federal action.  
(b) Enter the full name of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budgets. Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

\\Cobral\shared\Contracts\Community Services Block Grant\CSBG American Recovery & Reinvestment Act\ARRA Contract Exhibits\CSBG EXHIBIT G - Lobbying Certification 6 30 09.doc